



RESOLUTION 2020-01

A RESOLUTION GRANTING AN ACCESS EASEMENT

WHEREAS, the City of Delta Junction Code of Ordinances (Code) Section 5.10.020 allows the City to dispose of interest in real property, including permanent easements; and

WHEREAS, Raymond Andreassen provided certain improvements to City Property including power line and taxiway access from his property in the Andreassen Subdivision to City airport property and the City Runway (D66); and

WHEREAS, Raymond Andreassen requests a permanent access easement across a 50 foot green belt and an adjacent 30 foot public utility easement to provide access to the North Taxiway in the Airport Subdivision from the Andreassen Subdivision (Plat #94-51 Lot 2); and

WHEREAS, under Code Section 5.10.110(a), the Council is allowed to transfer an interest in real property, such as an easement, without a minimum acceptable offer if it finds that the transfer will be in the public interest.

NOW THEREFORE, be it resolved by the City Council of Delta Junction, Alaska:

1. The City Council finds that it is in the public interest to grant a permanent access easement to Ray Andreassen and Karen Andreassen in return for the access improvements they have made to City airport property and the City Runway.
2. The City Council finds pursuant to Code Section 5.10.090(b) that special circumstances exist such that review by the Planning Commission is not required, that having the proposed easement appraised is not in the public interest and is hereby waived,

and that granting the requested access easement across City land will be in the public interest pursuant to Code Section 5.10.110(a) such that no minimum acceptable offer need be developed or received.

3. The City hereby grants a permanent access easement to Ray Andreassen and Karen Andreassen as tenants by the entirety with right of survivorship in the form of the easement attached to this resolution.

PASSED AND APPROVED this ____ day of _____, 2020 by an affirmative vote of the Delta Junction City Council.

ATTEST:

Pat White, City Clerk

JW Musgrove, Mayor

Record in the Fairbanks Recording District
Fourth Judicial District
State of Alaska

ACCESS EASEMENT

The Grantor,

CITY OF DELTA JUNCTION, ALASKA
P.O. Box 229
Delta Junction, Alaska 99737

under the terms and conditions set out in this Easement, grants and conveys to the Grantee,

Ray Andreassen and Karen Andreassen as tenants
by the entirety with right of survivorship
HC 60, Box 4859
2395 Remington Road
Delta Junction, Alaska 99737

A permanent access easement to cross property owned by the Grantor, which easement is described as:

A portion of the 50' Foot Green Belt and 30' Foot Public Utility Easement West of North Taxiway Right of Way, as described and shown on **Delta Jct. Airport Subd., FRD Plat #2002-103** and BK 1104, PG 588 (Public Utility Easement), Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska;

Commencing at the Southeast corner of Lot 2, Andreassen Subdivision, FRD Plat 94-51, and being the **TRUE POINT OF BEGINNING**, of the easement; THENCE **North**, along the East boundary of said Lot 2, a distance of **310 Feet**; Thence **East**, within said Green Belt and Public Utility Easement, a distance of **80 Feet**, to the easterly boundary of the Public Utility Easement and the westerly boundary of the North Taxiway Right of Way; THENCE **South**, along said westerly boundary of the North Taxiway Right of Way, a distance of **310 Feet**; THENCE **West**, a distance of **80 Feet**, to the **TRUE POINT OF BEGINNING**.

Said Easement contains 0.569 Acres OR 24,800 SqFt.

(hereinafter referred to as the "Easement").

According to the following terms and conditions:

1. The Grantee shall remove all personal property from the green belt and public utility easement described above and may not place any personal property in the green belt or the public utility easement in the future.

2. The Grantee may not construct, erect or place any temporary or permanent improvements or obstructions or property within the Grantor’s right of way or the Easement, or on any of Grantor’s other real property, excepting minor improvements to, and maintenance of, the existing access pad. No additional driveways or access routes may be constructed, nor may the existing improvements on the Easement be expanded. No additional vegetation may be removed from the Easement without the written consent of the City. This permitted sole use of this Easement across City property is limited to the crossing of the green belt and the public utility easement only.

3. The Grantee shall indemnify, hold harmless and defend the Grantor from any liability to any third party injured or claiming injury by their use of this Easement.

4. This Easement confers rights and benefits upon the Grantor and the Grantee and their respective successors and assigns.

5. The Grantee, or any third party under their direction, in using this Easement to access any City runway, is subject to a boundary crossing permit fee as established by City Council.

6. This Easement is appurtenant to the following described real property of the Grantee:

Lot 2, Andreassen Subdivision, FRD Plat 94-51

7. This Easement represents the entire agreement between the Grantor and the Grantee. Any amendment or modification to this agreement shall be unenforceable unless in writing and signed by the Grantor and the Grantee.

DATED at Delta Junction, Alaska this ____ day of _____, 2020.

CITY OF DELTA JUNCTION, ALASKA

ATTEST:

JW Musgrove, Mayor

Pat White, City Clerk

ACCEPTANCE

The named Grantee accepts and agrees to the terms of this Access Easement.
Dated at Delta Junction, Alaska this ____ day of _____ , 2020.

Raymond Andreassen

Karen Andreassen

STATE OF ALASKA)
) ss
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that the foregoing Access Easement was acknowledged
before me by Raymond and Karen Andreassen this ____ day of _____ , 2020.

Notary Public for Alaska

My commission expires: _____

After recording return to:
City of Delta Junction
P.O. Box 229
Delta Junction, Alaska 99737